

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2024-26

For the April 10, 2024
Council Meeting

Introduced by: Council President Cassandra Pride
Supported by: Councilpersons Greene, Mills
Wright, McManus

**AN ORDINANCE APPROVING AN AGREEMENT WITH SHRED SMART TO
PROVIDE A SHRED DAY FOR VILLAGE RESIDENTS.**

WHEREAS, This Council desires to provide a shred day for Village residents, and

WHEREAS, Council has solicited estimates from companies that provide document shredding services, and

WHEREAS, Council has determined that the contract and offer from Shred Smart was the best price and service, and

WHEREAS, It is necessary for Council to approve the Shred Smart Agreement in order to provide this service to the Village residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: That Council hereby approves the Agreement with Shred Smart to provide document shredding services on a single day for Village residents, said day to be mutually agreed to between the Village and Shred Smart. The agreement shall be in substantially the same form as appears on Exhibit A attached hereto and incorporated herein by reference. Council hereby authorizes the Mayor to enter and execute the Agreement.

Section 2: The Law Director shall review and approve the agreement.

Section 3. Council finds and determines that all formal actions of the Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberation of the Council, and of any of its committees resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Passed in Council this 10th day of April, 2024.

First Reading ✓ Second Reading _____ Third Reading _____

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Vote: Pride ☒ yea ☐ nay

Greene ☒ yea ☐ nay Mills ☒ yea ☐ nay

McManus ☒ yea ☐ nay

Cassandra Pride 4/10/24
President of Council Date

Attest: Margaret Sikon 4/10/24
Margaret Sikon, Clerk of Council Date

Filed with the Mayor: ✓ 4/12/24
Date

Approved By: Michael L. Booker 4/12/24
Michael L. Booker, Mayor Date

2024-26



Document Security from Creation to Destruction

10 Gramar Avenue Prospect, CT 06712
Phone: 1-800-378-8824 Fax: 855-885-5680
East Syracuse, NY Phillipsburg, NJ
www.ShredSmartusa.com



March 29, 2024

Village of Highland Hills
3700 Northfield Rd
Highland Hills, OH 44122

Dear Peg,

We here at Shred Smart are pleased to present you with this proposal for our secure on-site document destruction services. Shred Smart offers the following advantages to your business:

- We are NAID certified so you can rest easy knowing your sensitive documents are being handled by experienced professionals
- Document destruction is done 100% on-site for added security
- Added simplicity with 100% paperless e-billing and regulatory document management

Scope of Work

Shred Smart will provide secure on-site document destruction services. At the time of service shredding will be done by certified technician(s).

Shred Event Services (By Appointment Only)	Shred Smart Price
Service Fee (Includes 1 Technician w/ 1 Truck)	\$200.00 per hour
Service Fee (Includes 2 Technicians w/ 2 Trucks)	\$350.00 per hour
Paper Offload Fee (One Time Charge)	\$150.00
Out of Local Area Transportation Fee (if applicable)* (not applicable for Highland Hills)*	\$150.00 per hour
Note: 4 Hour Event Time Minimum	
May 11 th 2024	
3700 Northfield Rd Highland Hills, OH 44122	

NO ADDITIONAL FEES OR SURCHARGES



CUSTOMER SERVICE AGREEMENT- 24-0176

This CUSTOMER SERVICE AGREEMENT (the "**agreement**") is entered and effective as of the date of execution of this agreement by and between Shred Smart, Inc. at 10 Gramar Avenue, Prospect, CT 06712 ("**Shred Smart**"), and Village of Highland Hills at 3700 Northfield Rd in Highland Hills, OH 44122 (the "**Client**")

In consideration of the promises set forth in this Agreement, the parties agree to as follows:

1. **Definitions.** For purposes of this Agreement, the terms set forth below will have the following meanings:
 - 1.1 A "**Certificate of Destruction**" is a document that Shred Smart provides to Customer as confirmation that the Document Destruction Process, as described in Section 2.2, has been completed with respect to certain Confidential Materials.
 - 1.2 "**Confidential Materials**" are any materials, including documents that are placed within Shred Smart's Locked Security Consoles located on Customer's business premises.
 - 1.3 "**Locked Security Consoles**" are secured storage containers designed for the day-to-day collection and storage of Customer's Confidential Materials.
 - 1.4 "**Shredded Material**" consists of the waste material that is produced by Shred Smart's mechanical shredding devices during the Document Destruction Process.
2. **Shred Smart Services.** Shred Smart will provide the following services to Customer (the "**Services**"):
 - 2.1 **Document Collection and Destruction.** Shred Smart will: (a) physically collect Customer's Confidential Materials and remove for on-site destruction (b) upon physical collection of the Confidential Materials, destroy, on or in reasonable proximity to Customer's business premises, the Confidential Materials through use of mechanical shredding devices (the "Document Destruction Process"). To ensure that customer's confidential materials cannot be read or reconstructed, Shred Smart will take reasonable measures to protect against unauthorized access to or use of customer's confidential information during the document collection and destruction process.
 - 2.2 **Certification.** At the conclusion of the Document Destruction Process, Shred Smart will immediately provide Customer with a Certificate of Destruction.
 - 2.3 **Inspection Rights.** Upon Customer's request, an authorized representative of Customer may, at any time, inspect the Document Destruction Process.
 - 2.4 **Document Disposal and Recycling.** Shred Smart will recycle or otherwise dispose of Customer's Shredded Material in the ordinary course of Shred Smart's business.
3. **Damaged Equipment.** Customer will be liable for any damage caused to the vehicle shredding components due to restricted items or unspecified foreign objects found in the client's waste. (I.e., metal, wood, glass, etc...) Client agrees to fully compensate Shred Smart for all costs related to repair or replacement of damaged shredding components.
4. **Service Fee.** Customer will pay Shred Smart the individual service fee listed on quotation portion of this agreement (Page 1) for document collection, destruction, recycling and other related Services performed by Shred Smart on behalf of the client. Customer will pay the Service Fee within 30 days of receiving an electronic invoice for services performed. (the "**Due Date**")
5. **Paperless Billing-** All invoices will be delivered in electronic format only. Invoices will become past due 30 days from the date the electronic invoice is delivered via email. It is the client's responsibility to ensure Shred Smart is provided with accurate up to date billing email information.
6. **Late Fees and Interest.** Any outstanding balance on Customer's account, including without limitation any Service Fee remaining unpaid after the Due Date, will bear interest at the lesser rate of: (a) 1.5% per month or 18% per annum, or (b) the maximum rate permitted by law.
7. **Excused Performance.** Shred Smart will not be in breach for failure to comply with the Provisions of this Agreement where Shred Smart's failure is due to circumstances beyond Shred Smart's reasonable control including without limitation strikes, war, riots, civil commotion, fires, natural disasters, extreme weather and acts of government.
8. **Assignment.** Customer will not assign this Agreement without the written consent of Shred Smart.
9. **Miscellaneous.** No amendment to this Agreement or waiver of the rights or obligations of either party is effective unless in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.
10. Shred Smart agrees to maintain General Liability, Automobile Liability, and Workers' Compensation Insurance as required by applicable state law, and to comply with all federal and state laws, rules and regulations applicable to Shred Smart's performance hereunder. At the date of this Agreement, Shred Smart has obtained all necessary permits, licenses, and other federal, state or local authorizations required to perform the Services in the states of Connecticut, Rhode Island, New York, New Hampshire, Vermont, Massachusetts, Pennsylvania, Ohio and New Jersey.

ACCEPTANCE:

If you accept this proposal and its associated terms and conditions, please sign below and fax or email a copy to: **855-885-5680** or **Ann@bioservusa.com**

BY:**TITLE:****ORGANIZATION:****DATE:**

BioServ / Shredsmart Representative: Ann Townsend

Customer Service Agreement Addendum- Electronic Waste Recycling Price List

Lamps:	Shred Smart Price
4ft Fluorescent Lamps	\$0.95 each
8ft Fluorescent Lamps	\$1.50 each
U-Tubes & Circular Fluorescent Lamps	\$1.25 each
Compact Fluorescents	\$1.35 each
Lamp Ballasts	\$1.50/lb.
Waste Batteries	\$2.50/lb.
<i>*Excludes batteries containing Mercury</i>	
<i>*BioServ offers a comprehensive list of recycling services, please contact us for a quote for your specific needs.</i>	

Electronic Waste Recycling (NAID Certified)	Shred Smart Price
Computers, printers, monitors, TV 's, Fax Machines, etc.	\$15.00 per item
Bulk E-Waste Recycling (Palletized)	\$0.95/lb.
(1-5) NAID Certified On-Site Hard Drive Destruction	\$12.00 each
(6+) NAID Certified On-Site Hard Drive Destruction	\$10.00 each
Dismantle Hard Drive Harness (Optional)	\$2.50 each
Serial Number Recording (Optional)	\$1.00 each
X Ray Film (per bankers box)	\$45.00 per box

**** Electronic Waste Recycling available for shredding events upon request and service fee for additional truck / services will apply.**